

COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION  
*"Creating Community Through People, Parks and Programs"*



Tim Gallagher, Director

April 13, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AMENDMENT NO. 4 FOR COUNTY CONTRACT NO. 43644  
WITH MARSHALL CANYON COUNTRY CLUB, INC. FOR THE  
OPERATION OF MARSHALL CANYON COUNTY GOLF COURSE  
(Fifth District 3-Vote Matter)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find this action is categorically exempt from the California Environmental Quality Act (CEQA).
2. Approve and instruct the Chairman to sign the attached Amendment No. 4 to County Contract No. 43644 with the lessee, Marshall Canyon Country Club, Inc., for a reduction in the length of the term of contract, and the release from the responsibility for the parties to cooperatively fund the installation of a new golf course irrigation system.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended actions would reduce the term of the existing management lease agreement with Marshall Canyon Country Club Inc., and release the lessee of any responsibility for replacement of the irrigation system.

On May 12, 1998, your Board approved Amendment No. 3 for County Contract No. 43644, a management lease agreement with Marshall Canyon Country Club, Inc. (MCCC). Amendment No. 3 extended the lease term 15 years to February 2013 in return for MCCC contributing not less than \$700,000 toward the installation of a new golf course irrigation system. At the time that Amendment No. 3 was approved, the irrigation project was estimated to cost \$1million.

The County's contribution would have been provided by the Marshall Canyon Golf Course Trust Fund, which was created to finance capital improvement projects at the golf course, and is funded through a portion of golf course revenue.

The existing irrigation system at the golf course is more than 30 years old and relies on a pumping system that is inefficient. When combined with inadequate water pressure and undersized water mainline, the system does not provide for adequate irrigation coverage, thereby impacting the quality of the golf course.

As the new irrigation system would require that the water pressure and water mainline issues also be addressed, the installation of the new irrigation system was contingent upon the completion of a separate project to design and install new water and sewer lines that would service not only the golf course, but this Department's tree farm and Fred Palmer Equestrian Center, County Fire Camp 17, and nearby County Probation Camps Afflerbaugh and Paige.

Under a proposed agreement originally discussed in 1998, the City of La Verne was to be responsible for the project administration, design, and construction of the water and sewer line project with funding for the project coming from the County. However, the agreement was never finalized due to the unavailability of funds. Full funding for the water and sewer line project has still not been identified.

Since May 1998, MCCC also has experienced a substantial change in the business climate that impacts its ability to privately finance the irrigation project. The Department and MCCC agree that it is in the best interest of both parties that the lessee be released from the obligation to finance a portion of the cost of the irrigation system and concentrate its efforts on the normal operations of the golf course. In consideration for this relief MCCC has agreed to the reduction in the term of the management lease agreement. The Department will explore other financing possibilities for the installation of the irrigation system. During the final year of the current MCCC agreement, the Department will solicit proposals for management of the golf course.

#### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Implementation of the recommended amendment to the management lease agreement enhances Service Excellence, goal number one, Organizational Effectiveness, goal number three, and Fiscal Responsibility, goal number four. The Department shall attempt to locate sufficient funds from various sources in order to implement the irrigation system project so as to provide for the best possible golf course maintenance and service levels, and to conserve the use of water resources.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the Department's operating budget as a result of the recommended action. The management lease agreement requires MCCC to operate and maintain the golf course.

The Department will explore alternative funding sources for the required capital construction, for the water and sewer lines, and the golf course irrigation project.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The original management lease agreement was executed in 1983, and your Board approved Amendment No. 3 to the lease on May 12, 1998. The proposed Amendment No. 4 provides for: (1) a reduction in the term of the lease from an expiration date of February 28, 2013, to a three-year term commencing with the calendar month next succeeding the approval by your Board of the proposed Amendment; and (2) a release from the financial responsibilities of the County and MCCC to cooperatively fund the installation of a new golf course irrigation system.

The proposed Amendment adds to the lease County required contract provisions for Use of Recycled Bond Paper, the County's Quality Assurance Plan, Notice to Employees Regarding the Federal Earned Income Credit, Lessee's Warranty of Adherence to County's Child Support Compliance Program, Termination for Breach of Lessee's Warranty of Adherence to County's Child Support Compliance Program, Lessee's Responsibility and Debarment, and the Safely Surrendered Baby Law.

As the lessee, MCCC has executed the attached Amendment, and County Counsel has approved the Amendment as to form.

### **IMPACT ON CURRENT SERVICES**

The specified golf course operations and services to the public provided by MCCC will continue as required in the management lease agreement.

### **NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT**

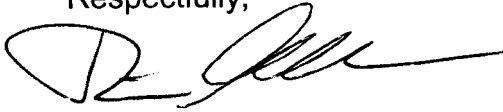
The proposed action is categorically exempt under the CEQA according to Section 15301 of the Guidelines for the Implementation of CEQA; and Class 1 (r), of the Environmental Documentation Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987, because it can be seen with certainty that this action will have no significant effect on the environment.

The Honorable Board of Supervisors  
April 13, 2004  
Page 4

**CONCLUSION**

Please instruct the Executive Office-Clerk of the Board to mail a certified copy of your Board's action in this matter, and a fully executed original version of the Lease Amendment to the lessee, attention: Mr. James R. Duffin II, President, Marshall Canyon Country Club, Inc., 6100 North Stephens Ranch Road, La Verne, California 91750. In addition, please instruct the Clerk to forward one (1) certified of your Board's action in this matter, a copy of this letter and a duplicate version of the fully executed Amendment No. 4, to the Department of Parks and Recreation for our files.

Respectfully,

A handwritten signature in black ink, appearing to read 'Tim Gallagher', written over a horizontal line.

Tim Gallagher  
Director

Attachments (1)

c: Executive Office (22)  
County Counsel  
Assessor

TG:SD/marshallamend4 03/30/04

**AMENDMENT NO. 4 TO LEASE AGREEMENT NO. 43644 FOR THE OPERATION  
AND MAINTENANCE OF MARSHALL CANYON COUNTY GOLF COURSE**

This Amendment to Lease Agreement No. 43644 made and entered into this  
\_ day of \_\_\_\_\_, 200\_\_ ,

by and between the

**COUNTY OF LOS ANGELES**, a body  
corporate and politic, hereinafter referred to  
as the "County",

and

**MARSHALL CANYON COUNTRY CLUB,  
INC.**, a California corporation, hereinafter  
referred to as the "Lessee".

**W I T N E S S E T H:**

**WHEREAS**, the parties hereto have entered into County Lease Agreement No. 43644, as amended, for the operation and maintenance of Marshall Canyon County Golf Course, hereinafter referred to as the "Lease", with said agreement having been assigned from Los Amigos Country Club, Inc. to Marshall Canyon Country Club, Inc. on February 4, 1986, and;

**WHEREAS**, on May 12, 1998, the parties hereto entered into Amendment Number 3 to the Lease, (hereinafter referred to as "Lease Amendment No. 3"); and

**WHEREAS**, the parties desire to modify the agreement reached under Lease Amendment No. 3; and

**WHEREAS**, the parties hereto further agree to amend the Lease to add provisions entitled; Recycled Bond Paper, County's Quality Assurance Plan, Notice to Employees Regarding the Federal Earned Income Credit, Lessee's Warranty of Adherence to County's Child Support Compliance Program, Termination for Breach of Lessee's Warranty of Adherence to County's Child Support Compliance Program, Lessee's Responsibility and Debarment, and Safely Surrendered Baby Law;

**NOW, THEREFORE,** in consideration of the mutual covenants, conditions, and promises contained herein the parties do agree as follows:

**1 TERM**

1.01 The Term of the Lease shall be reduced to a period of three (3) years commencing on the first day of the calendar month next succeeding the date of approval of this Amendment Agreement by the County's Board of Supervisors.

**2. REQUIRED IMPROVEMENTS AND FINANCIAL RESPONSIBILITIES**

2.01 The obligations assumed by the parties pursuant to Lease Amendment Number 3, Section 1. Required Improvements to the Golf Course Irrigation System; and the related Section 2. Financial Responsibilities of the Parties, are hereby rescinded.

**3. NEW PROVISIONS TO THE LEASE**

3.01 Seven (7) new provisions to the Lease are added, and the provisions are entitled: 34. Recycled Bond Paper; 35. County's Quality Assurance Plan; 36. Notice to Employees Regarding the Federal Earned Income Credit; 37. Lessee's Warranty of Adherence to County's Child Support Compliance Program; 38. Termination for Breach of Lessee's Warranty of Adherence to County's Child Support Compliance Program; 39. Lessee's Responsibility and Debarment, and 40. Safely Surrendered Baby Law. The new provisions shall read as follows:

**34. RECYCLED BOND PAPER**

34.01 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Lessee agrees to use recycled-content paper to the maximum extent possible during the term of this Agreement.

**35. COUNTY'S QUALITY ASSURANCE PLAN**

35.01 The Director will evaluate Lessee's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Lessee's compliance with all contract terms and performance standards. Lessee's deficiencies,

that the Director determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the Director and Lessee. In the event improvement does not occur consistent with the corrective action measures, the Director may exercise the County's remedies under this Agreement, and/or the County may terminate this Agreement.

**36. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

36.01 Lessee shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**LESSEE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

37.01 Lessee acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

37.02 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Lessee's duty under this Agreement to comply with all applicable provisions of law, Lessee warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

37.03 Lessee's Acknowledgment of County's Commitment To Child Support Enforcement. Lessee acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Lessee understands that it is County's policy to encourage all County contractors to voluntarily post County's "Los Angeles' Most Wanted: Delinquent Parents" poster in a prominent position at Lessee's place of business. County's District Attorney will supply Lessee with the poster to be used.

### **38. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

38.01 Failure of Lessee to maintain compliance with the requirements set forth in Section 37. "Lessee's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Lessee under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Agreement pursuant to Section 20. "Events of Default".

### **LESSEE RESPONSIBILITY AND DEBARMENT**

39.01 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

39.02 The Lessee is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Lessee on this or other contracts which indicated that the Lessee is not responsible, the County may, in addition to other remedies provided in the contract, debar the Lessee from proposing and/or bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Lessee may have with the County.



39.03 The County may debar the Lessee if the Board of Supervisors finds, in its discretion, that the Lessee has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Lessee's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

39.04 If there is evidence that the Lessee may be subject to debarment, the Director will notify the Lessee in writing of the evidence that is the basis for the proposed debarment and will advise the Lessee of the scheduled date for a debarment hearing before the Contractor Hearing Board.

39.05 The Contractor Hearing Board will conduct a hearing wherein evidence on the proposed debarment is presented. The Lessee and/or the Lessee's representative shall be given an opportunity to submit evidence at that hearing. After said hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Lessee should be debarred, and if so, the appropriate length of time of the debarment. If the Lessee fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Lessee may be deemed to have waived all rights of appeal.

39.06 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

39.07 These terms shall also apply to subcontractors and consultants of the Lessee.

#### **40. SAFELY SURRENDERED BABY LAW**

40.01 Lessee shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely

Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Attachment A attached hereto and by this reference incorporated herein.

#### **4. RATIFICATION**

4.01 All other terms, conditions, covenants, and promises of the Lease not affected by the provisions of this Amendment No. 4 shall remain in full force and effect and are hereby reaffirmed.

#### **5. EFFECTIVE DATE**

5.01 The effective date of this Amendment shall be the date of approval hereof by the County's Board of Supervisors.

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**IN WITNESS WHEREOF**, the Lessee has executed this Amendment Number 4 to Lease Agreement Number 43644, and the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board thereof on the day, and year first hereinabove written.

**LESSEE**  
MARSHALL CANYON COUNTRY CLUB, INC.

By \_\_\_\_\_  
James R. Duffin II, President

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Chair, Board of Supervisors

**ATTEST:**

VIOLET VARONA-LUKENS, Executive Officer  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

SD:marshallcynamend#4  
03/20/03

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other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

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**LESSEE**  
MARSHALL CANYON COUNTRY CLUB, INC.

By \_\_\_\_\_  
James R. Duffin II, President

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Chair, Board of Supervisors

**ATTEST:**

VIOLET VARONA-LUKENS, Executive Officer  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

SD:marshallcynamend#4  
03/20/03